

HISTORIC TRIANGLE WAYFINDING SYSTEM AGREEMENT BETWEEN WILLIAMSBURG, JAMES CITY COUNTY AND YORK COUNTY

WHEREAS, the Jamestown 2007 Host Committee identified the need to create a system of highway signs to guide visitors to significant destinations within Virginia's Historic Triangle; and

WHEREAS, for this purpose the 2007 Host Committee established the Historic Triangle Wayfinding Task Group, (the "Task Group") consisting of the following organizations;

City of Williamsburg
James City County
York County
Virginia Department of Transportation
Colonial Williamsburg Foundation
College of William and Mary
Busch Gardens/Water Country USA
Convention and Visitors Bureau
National Park Service
Jamestown-Yorktown Foundation; and

WHEREAS, the Task Group assisted by Frazier Associates, has developed a Wayfinding sign system for the Historic Triangle of Williamsburg, Jamestown and Yorktown; and

WHEREAS, the three political subdivisions consisting of the City of Williamsburg, James City County and York County (the "Wayfinding Group" desire to enter into an agreement for the ownership, operation, and maintenance of the Wayfinding system for 2007 and future years.

AGREEMENT

NOW, THEREFORE, the three jurisdictions agree to install, own, operate and maintain the sign system developed by the Task Group in accordance with the following terms and conditions:

1. **NAME:** The association created to carry out this Agreement is hereby known as the Historic Triangle Wayfinding Group (the "Wayfinding Group").
2. **PURPOSE:** The purpose of the Wayfinding Group shall be to manage the Historic Triangle Wayfinding Sign System, to include initial start-up and installation, repair, replacement, alteration and expansion.
3. **MEMBERSHIP; VOTING:** Members of the Wayfinding Group are the City Williamsburg, James City County and York County. The Wayfinding Group's business shall be carried on by a board of directors consisting of one representative

from each member jurisdiction. The Chief Administrative Officer of each jurisdiction shall appoint one representative and one alternate to serve on the board of directors as the jurisdiction's representative. Each member shall have one vote as cast by its Representative as to any issue considered by the board of directors. VDOT will be invited to participate as ex-officio, non-voting member. A quorum at all board meetings shall consist of at least two voting members in attendance throughout the meeting. A majority vote shall be required for passage of any motion before the board.

4. CHAIR: The Wayfinding Group's board of directors shall annually select its chair on a rotating basis.
5. MEETINGS: The board of directors shall determine the time and place of meetings, but at least one meeting will be held semi-annually.
6. ADMINISTRATIVE SUPPORT: The City of Williamsburg will initially provide administrative support including coordinating sign procurement, and acting as fiscal agent. Williamsburg will not receive compensation for the provision of such services. The Wayfinding Group's board of directors may make changes in administrative support arrangements as it deems necessary.
7. ADMINISTRATIVE FUNDING: Wayfinding Group Members will contribute administrative funding on an in-kind basis. Administrative costs for non in-kind costs will be shared equally among the members.
8. INITIAL PROCUREMENT/INSTALLATION - All Wayfinding Signs shall be installed not later than July 1, 2006. Each member jurisdiction will be responsible for the cost of initial procurement and installation of the wayfinding signs located in their jurisdiction, except for the cost of two "Gateway" signs on Interstate 64, which will be shared equally among the jurisdictions. The City of Williamsburg will install the signs within its city limits, and VDOT will install the signs in the counties including the two I-64 Gateway signs. Except in the case of Gateway Signs, any charges made by VDOT for such sign installation of signs in a particular jurisdiction shall be borne by that jurisdiction. Any VDOT charges for installation of Gateway Signs shall be borne equally by the three member jurisdictions. If for any reason VDOT does not install the signs in the counties, that responsibility will fall to the counties, with each county bearing its installation costs, except for the cost of Gateway Sign installation which shall be borne equally by all three jurisdictions.
9. OPERATIONAL FUNDING: Each member jurisdiction is responsible for funding the repair, replacement, alteration, and expansion of the signs located in their own jurisdiction, except for the Gateway signs on Interstate 64, which are shared equally among the jurisdictions. Each jurisdiction shall at all times maintain the Wayfinding Signs (including Gateway Sign) located in its jurisdiction in good repair and in a fresh and attractive condition.
10. SYSTEM GUIDELINES: The Wayfinding Group's board of directors will develop, adopt and follow guidelines to govern the sign system. The guidelines will initially consist of the "Historic Triangle Wayfinding Sign System Study" dated March 2005,

and the plans and specification developed pursuant thereto.

11. TERMINATION: Any member may terminate the Agreement upon 90 days written notice to the other members. Upon termination, that jurisdiction is responsible for removal of the wayfinding signs in its jurisdiction. However, the remaining member(s) may elect to keep all or a portion of the signs in the terminating jurisdiction. The remaining member(s) of the Wayfinding Group will determine which signs will remain, if any, and the responsibility for ownership, operation and maintenance of such remaining signs.
12. NONAPPROPRIATION: The performance of each party's obligations hereunder is subject to appropriation by the governing bodies. No party shall incur any obligation or liability under this agreement beyond the funds budgeted for such obligation or liability in any fiscal year in which this agreement is in effect. In the event sufficient funds are not appropriated, budgeted or made available to meet the obligations under this agreement, any party may terminate this agreement by written notice.
13. TERM OF AGREEMENT: Unless sooner terminated by the parties, this Agreement shall remain in force until June 30, 2025 at which time it shall automatically renew for successive periods of five (5) years each until terminated.

WITNESS the following signatures.

County of James City

By _____

Date approved by governing body:

_____, 2005

County of York

By: _____

Date approved by governing body:

_____, 2005

City of Williamsburg

By: _____

Date approved by governing body:

_____, 2005